

# EXHIBIT A

W. Zev Abramson (SBN 289387)  
Jack Gindi (SBN 293739)  
Nissim Levin (SBN 306376)  
**ABRAMSON LABOR GROUP**  
1700 W Burbank Blvd.,  
Burbank, CA 91506  
Tel: (213) 493-6300  
Fax: (213) 382-4083

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
3/06/2024 3:10 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Nunez, Deputy Clerk

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES**

Case No.: **24STCV05691**

CHRIS RENTERIA; HERBERT TALLEDO;  
and STEPHANIE CHIN, as individuals and on  
behalf of all others similarly situated,

Plaintiff,

vs.

AMERICAN AIRLINES, INC., a Delaware  
corporation; and DOES 1-100,

Defendants.

**CLASS ACTION AND  
REPRESENTATIVE COMPLAINT FOR:**

1. Breach of Contract
2. Breach of Implied Covenant of Good Faith and Fair Dealing
3. Unjust Enrichment
4. Negligent Misrepresentation
5. Violation of 15 U.S.C. §§ 1 – The Sherman Act
6. Violation of 15 U.S.C. § 12 – The Robinson Patman Act

**DEMAND FOR JURY TRIAL**

1 Plaintiffs CHRIS RENTERIA, HERBERT TALLEDO, and STEPHANIE CHIN  
2 (hereinafter referred to as “Plaintiffs”) by and through their undersigned attorneys, for their Class  
3 Action Complaint against Defendant AMERICAN AIRLINES, INC. (hereinafter referred to as  
4 “Defendant”) and DOES 1 through 100. Defendant AMERICAN AIRLINES, INC. and DOES 1  
5 through 100, inclusive, will at all times be collectively referred to herein as “Defendants” or  
6 “defendants.”

#### 7 **NATURE OF ACTION**

- 8 1. Plaintiffs bring this putative class action on behalf of themselves and on behalf of all  
9 persons similarly situated, against Defendants for Defendants’ failure to adequately  
10 reimburse Plaintiffs with a refund, compensation, or similarly valued alternative  
11 arrangement upon downgrading them from their purchased class of service. Plaintiffs bring  
12 this putative class action on behalf of themselves and on behalf of all persons similarly  
13 situated, against Defendants for Defendants’ failure to adequately reimburse Plaintiffs with  
14 a refund, compensation, or similarly valued alternative arrangement upon cancelling  
15 Plaintiffs’ confirmed flight. Additionally, Plaintiffs bring this action on behalf of  
16 themselves, and all persons similarly situated, against Defendant for Defendant’s failure to  
17 provide a breakdown explaining how the refund, compensation, or similarly valued  
18 alternative arrangement was calculated, upon providing an inadequate reimbursement.  
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#### 22 **JURISDICTION AND VENUE**

- 23 2. Venue is proper in this county. Defendant is a Delaware corporation and is registered and  
24 doing business in the State of California. Many of the acts, as well as the course of conduct  
25 charged herein, occurred in Los Angeles County.  
26  
27 3. At all relevant times hereto, Plaintiffs were residing in the County of Los Angeles, State of  
28 California.

- 1 4. Defendants are within the jurisdiction of this Court. Defendants transact millions of dollars  
2 of business by maintaining a substantial fleet of aircraft from its location in Los Angeles,  
3 California. As such, Defendants have obtained the benefits of the laws of the State of  
4 California.
- 5 5. Plaintiffs are ignorant of the true names and capacities, whether individual, corporate, or  
6 associate, of those defendants fictitiously sued as DOES 1 through 100 inclusive and so  
7 Plaintiffs sue them by these fictitious names. Plaintiffs are informed and believe that each  
8 of the DOE Defendants resides in the State of California and is in some manner responsible  
9 for the conduct alleged herein. Upon discovering the true names and capacities of these  
10 fictitiously named defendants, Plaintiffs will amend this complaint to show the true names  
11 and capacities of these fictitiously named defendants.  
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13

#### 14 **THE PARTIES**

- 15 6. Plaintiff CHRIS RENTERIA, a resident of California in Los Angeles County, held a  
16 confirmed reservation with Defendant for a flight departing from Atlanta, Georgia and  
17 destined for Pensacola, Florida in 2022. Upon attempting to board the flight, Defendants  
18 denied Plaintiff boarding, stating that the flight was overbooked, and that Defendants gave  
19 away his seat as he was among the last individuals to arrive, despite being on time.  
20 Notwithstanding the \$530 payment for the flight, Plaintiff received only AAdvantage  
21 Loyalty Points valued at approximately \$10, valid for a year.  
22
- 23 7. Plaintiff HERBERT TALLEDO, a resident of California, held a confirmed reservation with  
24 Defendant for a flight departing Los Angeles, California and destined for Wisconsin on  
25 November 28, 2023. On the day of the flight, Plaintiff encountered a flight cancellation  
26 due to technical difficulties. Defendants offered a temporary hotel stay until the  
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1 rescheduled flight; however, the altered itinerary redirected him to Chicago instead of his  
2 intended destination in Wisconsin. Having initially paid \$1,055 for his flight, Plaintiff  
3 received only 10,000 points, equivalent to approximately \$100 in cash value.

4 8. Plaintiff STEPHANIE CHIN, a resident of California in Los Angeles County, held a  
5 confirmed reservation with Defendant for a flight originally scheduled to have one  
6 connection, arriving in Ontario on January 5, 2024. However, a delay resulted in Plaintiff  
7 having to endure two connections, ultimately landing in Los Angeles. Despite the  
8 inconvenience caused by this deviation, Plaintiff received a meal voucher valued at \$12  
9 with no further reimbursement.

10 9. At all times herein mentioned, Defendant AMERICAN AIRLINES, INC. is a Delaware  
11 corporation organized under the laws of the State of Delaware with its principal place of  
12 business at 4333 Amon Carter Blvd., FL Worth, TX 76155., and is registered and doing  
13 business in the State of California.

14 10. In all instances, Defendants failed to adequately refund, compensate, or provide alternative  
15 arrangements to Plaintiffs.

16 11. Defendant is a global carrier in the aviation industry, serving numerous destinations and  
17 maintaining a substantial fleet of aircraft.

18 12. Plaintiffs are ignorant of the true names and capacities, whether individual, corporate, or  
19 associate, of those defendants fictitiously sued as DOES 1 through 100 inclusive and so  
20 Plaintiffs sue them by these fictitious names. Plaintiffs are informed and believe that each  
21 of the DOE Defendants resides in the State of California and is in some manner responsible  
22 for the conduct alleged herein. Upon discovering the true names and capacities of these  
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1 fictitiously named defendants, Plaintiffs will amend this complaint to show the true names  
2 and capacities of these fictitiously named defendants.

3 **CLASS ACTION ALLEGATIONS**

4 13. Plaintiffs bring this case as a putative class action on behalf of themselves and on behalf  
5 of all persons similarly situated, (hereafter referred to as the “Cancelled Reservation  
6 Class” and “Cancelled Reservation Class Members”) defined as:  
7

8 **All individuals who held confirmed flight reservations with Defendant, which**  
9 **were subsequently cancelled by Defendant, resulting in the denial of an**  
10 **adequate refund, compensation, or similarly valued alternative arrangement,**  
11 **in comparison to the value of the services paid for by all individuals.**  
12

13 14. The “Downgraded Class” or “Downgraded Class Members” are defined as follows:

14 **All individuals who experienced an involuntary downgraded in their class of**  
15 **service, resulting in the denial of an adequate refund, compensation, or**  
16 **similarly valued alternative arrangement, in comparison to the value of the**  
17 **services paid for by all individuals.**  
18

19 The term “Classes” hereafter refers to both the Cancelled Reservation Class and Downgraded  
20 Class.

21 15. The Class is ascertainable and there is a well-defined community of interest in the  
22 litigation:

- 23
- 24 a. The Class Members are so numerous that the joinder of all Class Members is  
25 impractical. While the precise membership of the entire class remains unknown to  
26 Plaintiffs at this time, it is estimated to consist of thousands of individuals, and the  
27 identification of such members is readily ascertainable.  
28

- 1 b. Plaintiffs' claims are typical of all other Class Members demonstrated herein.  
2 Plaintiffs will fairly and adequately protect the interests of the other Class  
3 Members with whom they have a well-defined community of interest.
- 4 c. Plaintiffs will fairly and adequately protect the interests of each Class Member,  
5 with whom they have a well-defined community of interest and typicality of  
6 claims, as demonstrated herein.
- 7  
8 d. A class action is superior to other available methods for the fair and efficient  
9 adjudication of this litigation because individual joinder of all Class Members is  
10 impractical. Such treatment will permit a large number of similarly situated  
11 persons to prosecute their common claims in a single forum simultaneously,  
12 efficiently, and without duplication of effort and expense that numerous  
13 individuals would entail. Furthermore, the amounts at stake for many members of  
14 the Class, while substantial, may not be sufficient to enable them to maintain  
15 separate suits against Defendants.
- 16  
17 e. Certification of this lawsuit as a class action will advance public policy  
18 objectives. Airlines violate contractual obligations every day. However, class  
19 actions provide the Class Members who are not named in the complaint to  
20 collectively seek redress and ensure fair treatment in instances of contractual  
21 breaches and anti-competitive business practices.  
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**FACTUAL ALLEGATIONS**

16. Defendants intentionally overbooked flights by deceiving Plaintiffs and Class Members into purchasing flight tickets at a low rate.

17. Defendants cancelled Plaintiffs and Cancelled Reservation Class Members' confirmed reservations or downgraded Plaintiffs and Downgraded Class Members to a lower class of service than purchased without providing an adequate refund, compensation, or similarly valued alternative arrangement. In the event that Defendants did provide a refund, compensation, or similarly valued alternative arrangement, it did not accurately reflect the disparity in value between the initially purchased ticket and the refund, compensation, or similarly valued alternative arrangement. Defendants also failed to provide a breakdown explaining how the reimbursement difference was calculated.

18. Defendants breached their contractual obligations to Plaintiffs and Class Members, including their duty of good faith and fair dealing. Thus, Defendants were unjustly enriched at the expense of Plaintiffs and Class Members.

19. Defendants intentionally misrepresented the availability of airline tickets to Plaintiffs and Class Members, assuring them that they would be reimbursed the fare difference in the event of an involuntary change.

20. Defendants have engaged in, among other things, anti-competitive practices, such as Violations of the Sherman Act and the amended Robinson Patman Act of the Clayton Act. Defendants intentionally offered air transportation at low rates, overbooked flights, and failed to reimburse Plaintiffs and Class Members of the actual fare difference in the event of a downgrade or cancellation. Thus, Defendants unjustly manipulated the market of air travel.

1 21. Defendants acted with willful conduct through their deceptive practices outlined in  
2 paragraphs 16-20, demonstrating a deliberate disregard for the rights and interests of  
3 Plaintiffs and Class Members.

4 22. As a direct and proximate result of the unlawful acts of Defendants, Plaintiffs and Class  
5 Members have suffered damages in amounts as yet unascertained but subject to proof at  
6 trial.  
7

8 First Cause of Action  
9 **BREACH OF CONTRACT**  
10 As Against All Defendants

11 23. Plaintiffs re-allege paragraphs 1-22 of this Complaint as though fully set forth.

12 24. Defendants entered into a written agreement for services per American Airline's  
13 Conditions of Carriage ("Services Agreement"). Plaintiffs and Class Members performed  
14 all or substantially all of the duties and tasks required of Plaintiffs and Class Members  
15 under the Services Agreement.  
16

17 25. The ADA does not prevent the court from addressing routine breach-of-contract claims.  
18 The preemption clause allows for legal actions that do not allege a breach of state-  
19 imposed obligations but instead aim to recover damages solely for the airline's failure to  
20 uphold its own self-imposed commitments. *Am. Airlines, Inc. v. Wolens* 513 U.S. 219,  
21 220 (1995).  
22

23 26. The "Involuntary denied boarding" section of the Services Agreement states that a  
24 passenger will not receive involuntary denied boarding compensation if they are "offered  
25 a seat in a section of the plane that's different from [their] original ticket." However, the  
26 contractual obligation continues to state, "If you are seated in a section for which a **lower**  
27 **fare is charged, you will be given an appropriate refund.**"  
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1 27. The “Involuntary refunds” section of the Services Agreement states “If you are due a  
2 refund because we failed to operate on schedule or we refused to let you fly for reasons  
3 other than your violation of this contract, we will refund you: **“the full amount of the**  
4 **ticket and any extras if travel hasn’t started”** or **“the value of the unused travel if the**  
5 **ticket is partially used.”**

6  
7 28. Defendants failed to meet their contractual obligation(s) pursuant to the Services  
8 Agreement to reimburse Plaintiffs and Downgraded Class Members’ the **“appropriate**  
9 **refund”** in the event of a downgrade. Defendants also failed to meet their contractual  
10 obligations pursuant to the Services Agreement to reimburse Plaintiffs and Cancelled  
11 Reservation Class Members’ **“the full amount of the ticket and extras if travel hasn’t**  
12 **started”** or **“the value of the unused travel if the ticket is partially used”** in the event  
13 of a cancellation.  
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15 29. By engaging in the conduct alleged herein and by failing to follow the terms of the  
16 Services Agreement, Defendants breached contractual obligations. Most notably, but not  
17 exhaustively, Defendants breached the “Involuntary denied boarding” and “Involuntary  
18 refunds” sections of the contractual obligations by failing to provide an appropriate  
19 refund, compensation, or similarly valued alternative arrangement to Plaintiffs and Class  
20 Members the actual difference in fare.  
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22 30. In the case Defendants did reimburse Plaintiffs and Downgraded Class Members for a  
23 downgrade, Defendants did not provide an appropriate reimbursement of the amount  
24 equal to the fare paid for the class of service. In the case Defendants did reimburse  
25 Plaintiffs and Cancelled Reservation Class Members for a cancellation, Defendants did  
26 not provide an adequate reimbursement of the full amount of the ticket and extras if  
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1 travel hasn't started or the value of the unused travel if the ticket is partially used.

2 Defendant also intentionally failed to disclose the formula used to calculate the refunded  
3 amount. This lack of transparency impedes the Plaintiffs and Class Members'  
4 understanding of the refund process, compounding the breach of contract.

5 31. As a proximate result of Defendants' willful, knowing, and intentional breach of the  
6 Services Agreement, Plaintiffs and Class Members have sustained a substantial loss.  
7

8 Second Cause of Action  
9 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**  
10 As Against All Defendants

11 32. Plaintiffs re-allege paragraphs 1-31 of this Complaint as though fully set forth.

12 33. Every contract imposes a duty of good faith and fair dealing as to each party to the  
13 contract in the performance and the enforcement of the contract. *City of Midland v.*  
14 *O'Bryant*, 18 S.W.3d 209, 215 (Tex., 2000); Restatement 2d. Contracts § 205 (1979).

15 34. To prevail on a claim for the breach of the implied duty of good faith and fair dealing,  
16 Plaintiffs must show that: (1) the parties have existing obligations under a contract, (2)  
17 the Plaintiffs fully or substantially performed its obligations under a contract or was  
18 excused from performance, (3) the defendant unreasonably and unfairly interfered with  
19 the other party's right to receive contractual benefits, including but not limited to (a)  
20 preventing the other party from performing its obligations, (b) engaging in schemes to  
21 deprive the other party of its right to benefits or withholding contractual benefits, (c)  
22 seeking to obtain benefits prohibited by contract, or (d) having no intent to complete a  
23 contract or engaging in a contract that is unreasonable or deceitful, and (4) the Plaintiffs  
24 suffered injury due to the defendant's conduct. *Cavallini v. State Farm Mut. Auto. Ins.*  
25 *Co.*, 44 F.3d 256, 262 (5th Cir.1995).  
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1 35. The duty of good faith and fair dealing arises where a valid contract exists giving rise to a  
2 special relationship. *Id.* In this situation there is a special relationship.

3 36. A special relationship between parties may arise where the parties possess unequal  
4 bargaining positions and where one party could easily take advantage of the other.  
5 *Affiliated Capital Corp. v. Southwest, Inc.* 862 S.W.2d 30, 34 (Tex. App. – Houston [1st  
6 Dist.] 1993, writ denied). In this putative class action, Plaintiffs and Class Members had  
7 unequal bargaining positions as Defendants dictated the terms of the contract between  
8 them; it was an adhesion contract with no negotiation available. To book the flight,  
9 Plaintiffs and Class Members had to either agree to the terms or forfeit their ability to  
10 travel. This is an unequal bargaining position.  
11

12 37. A special relationship also arises when a fiduciary relationship requires trust and  
13 confidence between the parties. *Jhaver v. Zapata Off-Shore Co.*, 903 F.2d 381, 385 (5th  
14 Cir. 1990). In this putative class action, Plaintiffs and Class Members had trust and  
15 confidence in Defendants that Defendants would honor their commitments in the contract  
16 as it was an adhesion contract. Plaintiffs and Class Members were compelled to rely on  
17 the assurance that Defendants would not overbook flights and downgrade or cancel  
18 confirmed reservations without providing an adequate reimbursement through a refund,  
19 compensation, or similarly valued alternative arrangement. In the event that Defendants  
20 did provide reimbursement, Plaintiffs and Class Members were compelled to expect a  
21 reimbursement equal to the fare paid for the class of service or unused services, along  
22 with a breakdown on how the reimbursement was calculated. Defendants did not uphold  
23 these commitments.  
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1 38. In the course of the contractual relationship an implied covenant of good faith and fair  
2 dealing existed. Defendants breached this implied covenant by failing to reimburse  
3 Plaintiffs and Class Members adequately with a refund, compensation, or similarly  
4 valued alternative arrangement upon a downgrade or reservation cancellation.

5 39. Defendants' breach of the implied covenant was intentional, willful, and in bad faith.

6 40. Defendants' breach of the implied covenant of good faith and fair dealing constitutes a  
7 violation of public policy and fair business practices.

8 41. As a result of Defendants' breach of implied covenant of good faith and fair dealing,  
9 Plaintiffs and Class Members have suffered financial losses and seek resolution for the  
10 value of the benefit conferred.  
11  
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13 Third Cause of Action  
14 **UNJUST ENRICHMENT**  
As Against All Defendants

15 42. Plaintiffs re-allege paragraphs 1-41 of this Complaint as though fully set forth.

16 43. Defendants have been unjustly enriched at the expense of Plaintiffs and Class Members.

17 44. Plaintiffs and Class Members conferred a benefit upon Defendants by receiving an  
18 inequitable value of the fare difference.  
19

20 45. Defendants accepted and retained the benefit under circumstances that make it  
21 inequitable for them to do so without compensating Plaintiffs and Class Members.  
22

23 46. Defendants' unjust enrichment, as described herein, is contrary to equity, good  
24 conscience, and established principles of fairness.

25 47. As a result of Defendants' unjust enrichment, Plaintiffs and Class Members have suffered  
26 financial losses and seek resolution for the value of the benefit conferred.  
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**Fourth Cause of Action**  
**NEGLIGENT MISREPRESENTATION**  
As Against All Defendants

48. Plaintiffs re-allege paragraphs 1-47 of this Complaint as though fully set forth.

49. Defendants negligently misrepresented to Plaintiffs and Class Members that they will be entitled to their purchased flight reservation, and if not, they will be entitled to a refund, compensation, or similarly valued alternative arrangement. Defendants conducted this maneuver through a method of overbooking the flight by selling tickets at a low rate.

50. Despite having a confirmed reservation, Plaintiffs and Class Members experienced a downgrade in their class of service or cancellation of their confirmed reservation(s) without receiving an equitable and appropriate reimbursement.

51. Defendants knew or should have known that the implementation of lower prices and allowance of purchases over capacity would result in injury to Plaintiffs and Class Members. Defendants also knew or should have known that failing to refund the equitable difference in the fare's value would result in injury to the Plaintiffs and Class Members.

52. The acts of Defendants were not made in good faith and were misrepresented to Plaintiffs and Class Members. Although Defendants may have believed the representations to be true, Defendants had no reasonable grounds for believing this was the case when such representations were made.

53. The representations were contrary to the best interests of Plaintiffs and Class Members in that Defendants knew or should have known the representations were not true.

54. As a result of Defendant's negligent misrepresentation, Plaintiffs and Class Members further relied on Defendants' statements and suffered financial losses.

**Fifth Cause of Action**  
**VIOLATION OF 15 U.S.C. § 1 – THE SHERMAN ACT**  
As Against All Defendants

55. Plaintiffs re-allege paragraphs 1-54 of this Complaint as though fully set forth.

56. Under the Sherman Antitrust Act, activities restricting interstate commerce and competition in the marketplace are prohibited. 15 U.S.C. § 1, *et. seq.* Defendants' actions of offering reduced airline prices before departure, subsequently overbooking flights, downgrading or cancelling Plaintiffs and Class Members' confirmed reservations, failing to provide a reimbursement, or providing reimbursements inequitable to the value of the fare difference, and failing to provide a calculation breakdown of the reimbursement impede interstate commerce.

57. Section One of the Act states that "[e]very contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal." 15 U.S.C. § 1.

58. The Act "serves to promote robust competition, which in turn empowers the States and provides their citizens with opportunities and the public's welfare." *North Carolina State Bd. of Dental Examiners v. F.T.C.*, 574 U.S. 494, 502 (2015).

59. To determine whether a Plaintiffs has proper antitrust standing, the court is required to consider (1) whether the Plaintiffs suffered an antitrust injury, and (2) whether the Plaintiffs is an efficient enforcer of the antitrust laws, requiring an analysis of the directness of the Plaintiff's injury. *Scott v. Galusha*, 890 S.W.2d 945, 950 (Tex.App. Fort Worth, 1994). Both prongs have been satisfied by Defendants' behavior.

- 1 60. Trade is restrained when actions taken by a business or company unduly restricts  
2 competition or obstructs the due course of trade by unreasonably restricting or  
3 suppressing commercial competition. *Bowen v. Wohl Shoe Co.*, 389 F.Supp. 572, 580  
4 (D.C.Tex. 1975). The combination of low pricing and overbooking enables Defendants to  
5 establish dominance in a market where other airlines struggle to compete on price.  
6
- 7 61. Defendants have fixed and increased prices for airline tickets sold to Plaintiffs and Class  
8 Members, resulting in flight overbooking and ongoing anti-competitive impacts on the  
9 airline industry. However, this strategy leads to flight overbooking, and it neglects to  
10 provide Plaintiffs and Class Members with a genuine fare difference in the case Plaintiffs  
11 and Class Members experienced a downgrade or cancellation.  
12
- 13 62. As a result of Defendants' anti-competitive practices, Plaintiffs and Class Members  
14 suffered financial losses and have been deprived of the benefits of competition in the  
15 marketplace.  
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17 **Fifth Cause of Action**  
18 **VIOLATION OF 15 U.S.C. § 12 – THE CLAYTON ACT**  
19 **As Against All Defendants**

- 20 63. Plaintiffs re-allege paragraphs 1-62 of this Complaint as though fully set forth.  
21
- 22 64. The Robinson Patman Act provides that it is unlawful conduct for any person engaged in  
23 commerce to discriminate in price between different purchasers of commodities of like  
24 grade and quality where such commodities are sold, and where the effect of such  
25 discrimination substantially lessens competition or tends to create a monopoly in any line  
26 of commerce. 15 U.S.C. § 13.  
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1 65. To prevail on a claim of violation of the Robinson Patman Act, a Plaintiffs must prove  
2 that: (1) the alleged price discrimination has occurred as to purchases within commerce,  
3 (2) discrimination in price occurred between different purchasers of products of like  
4 grade and quality, and (3) the effect of the discrimination substantially lessens  
5 competition or creates a monopoly. *Hoyt Heater Co. of Northern California v. American*  
6 *Appliance Mfg. Co.*, 502 F.Supp. 1383, 1386-87 (N.D. Cal. 1980).  
7

8 66. In their capacity as service providers, Defendants chose to provide Plaintiffs and Class  
9 Members with flight tickets at prices lower than those offered by other airlines. However,  
10 subsequent to this, Defendants adopted a practice of overbooking flights, leading to  
11 alterations in Plaintiffs and all Class Members' flight, such as a downgrade or  
12 cancellation. Despite the resulting inconvenience, Defendants offer either no  
13 reimbursement or reimbursement inequitable to the amount paid by Plaintiffs and Class  
14 Members, with failure to provide a calculation breakdown of the reimbursement. This  
15 series of actions by Defendants gives rise to a situation where discriminatory pricing  
16 becomes apparent.  
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19 67. The discriminatory sales caused the requisite competitive injury within the meaning of  
20 the Act. In order to prove competitive injury, Plaintiffs must prove the sales have the  
21 appropriate effect under one of the following, namely where the effect of such  
22 discrimination may be: (1) substantially to lessen competition, (2) tend to create a  
23 monopoly in any line of commerce, or (3) to injure, destroy, or prevent competition with  
24 any person who either grants or knowingly receives the benefit of such  
25 discrimination, *or* with customers of either of them. 15 U.S.C. § 13, Section 2(a). Here,  
26 the first and third aspects are satisfied.  
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1 68. As a result of Defendants' discriminatory and anti-competitive practices, Plaintiffs and  
2 Class Members have suffered financial losses and have been deprived of the benefits of  
3 competition in the marketplace.  
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**PRAYER FOR RELIEF**

Plaintiffs prays for judgment against Defendants as follows:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For punitive damages, according to proof;
4. For costs of suit and interest as provided by law; and
5. For such other and further relief as the Court deems just and proper.

DATED: March 6, 2024

**ABRAMSON LABOR GROUP**

By: Nissim Levin  
Nissim Levin, Esq.